

EXHIBIT A

WNC LOAN AGREEMENT

WNC Institutional Tax Credit Fund XXIII, L.P. ("WNC") agrees to lend to RIGECREST ESTATES, L.P. ("Ridgecrest") an amount of up to **TWENTY FIVE THOUSAND NO/100 DOLLARS** to enable Ridgecrest to meet its immediate post-petition obligations and to provide a reserve to Ridgecrest to address any health and safety concerns that may arise post-petition. WNC understands and agrees that this loan to the Ridgecrest shall be entitled to an administrative expense priority under section 503(b)(1) of the Bankruptcy Code, but which shall not have priority over any other administrative expenses claim in the Ridgecrest's Chapter 11 bankruptcy case and shall not be secured by any lien on any property of Ridgecrest. WNC also agrees that whatever amount has been borrowed or drawn hereunder shall not otherwise be due until the Debtor confirms a Plan of Reorganization or the Chapter 11 case is converted to a Chapter 7 case.

The amount borrowed or drawn hereunder shall accrue interest at the rate of 6 percent (6%) from and after the date of the funding as of the date of each discrete funding event, if there are more than one.

WNC Institutional Tax Credit Fund XXIII, L.P

By: WNC Advisors, LLC

Its: General Partner

By: WNC & Associates, Inc.

Its: Managing Member

By: 

David N. Shafer, Executive Vice President

Date: _____

RIDGECREST ESTATES, L.P.

By: Ridgecrest Management, LLC

Its: General Partner

By: 

John Harpole, Managing Member

Date: _____